

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
830 MoDOT DRIVE – P.O. BOX 270  
JEFFERSON CITY, MO 65109

|             |                |
|-------------|----------------|
| REQUEST NO. | 2-110620BT     |
| DATE        | June 6, 2011   |
| PAGE NO.    | 1 NO. OF PAGES |

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**2:00 p.m., Local Time , June 20, 2011**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered  
Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET  
FOR OPENING. ALL BIDS SHOULD BE EXTENDED AND TOTALED.

BUYER: Brenda Tyree  
BUYER EMAIL:  
Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573- 751-7482

SUPPLIES OR SERVICES

**TYPE III MOVEABLE BARRICADES**

To establish a contract to furnish "Type III Movable Barricades" with an effective date of  
Notice to Proceed and ending June 30, 2012 in accordance with the following pages.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver  
any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Type/Print Name \_\_\_\_\_

Is your firm MBE  
certified? ☐ Yes ☐ No

Title:  
Is your firm WBE  
certified? ☐ Yes ☐ No

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide Type III Moveable Barricades, to various locations throughout the State of Missouri with an effective contract period of Notice to Proceed through June 30, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CDT, on June 20, 2011.

### **RFB Coordinator:**

**Ms. Brenda Tyree, Senior Procurement Agent  
Missouri Department of Transportation  
830 MoDOT Drive  
Jefferson City, MO 65109**

**PHONE: 573-751-7482  
FAX: 573-526-1218**

**1.2 General Information:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Type III Moveable Barricades, as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page
- 5) Attachments A – E (Click on separate links to view Attachment C and Attachment D)
- 6) Signature Page(s)
- 7) Terms and Conditions

## **2. SCOPE OF WORK**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide Type III Moveable Barricades, on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 The contractor shall provide Replacement Parts as specified herein on Attachment A and Attachment B, if requested.
- 2.1.6 The contractor shall insure that all materials, equipment, and/or services specified herein complies with MoDOT Specification #MGS-09-01A - Attachment C and #MGS-02-11C - Attachment D, and any other provisions outlined in this document.
- 2.1.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### **2.2 Delivery Requirements:**

- 2.2.1 The contractor shall deliver Type III Moveable Barricades, at the specified location within twenty-one (21) calendar days after the issue date of a purchase order.
- 2.2.2 The contractor shall deliver Type III Moveable Barricades, as specified herein to various locations within the district locations specified on Attachment E elsewhere herein.
- 2.2.3 The contractor shall deliver Type III Moveable Barricades, during normal working hours (7:30 a.m. - 4:00 p.m. Monday through Friday). The contractor shall provide MoDOT with at least twelve (12) hours advance notice prior to arrival at the delivery point.

### **2.3 Liquidated Damage Requirements:**

- 2.3.1 The contractor shall agree and understand that providing the Type III Moveable Barricades, in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event the contractor fails to provide the Type III Moveable Barricades, in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day for each such delinquent day.
  - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.

- c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies. The contractor shall agree and understand that each District's decision shall be individual, final, and without recourse.

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
  - a. In the event the contractor provides Replacement Parts, the contractor shall be paid in accordance with the pricing on Attachment A and/or Attachment B for such replacements parts.
- 2.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.4.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.4.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract Period - The contract shall commence from the date of Notice to Proceed until June 30, 2012 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.5.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Type III Moveable Barricades".
- 3.1.2 All bids must be received at the following address no later than June 20, 2011 at 2:00 p.m., CDT.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Brenda Tyree  
830 MoDOT Drive  
Jefferson City, MO 65109

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
  - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
  - c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 The bidder must submit with the bid a completed copy of Attachment A and Attachment B, which includes all necessary replacement parts in addition to the cost of all such replacement parts.
- 3.1.7 Cost Determination – The low bid shall be determined by multiplying the firm, fixed price for the original contract period and the estimated quantity to obtain a total price for each bidder.
  - a. Pricing for Replacement Parts shall not be included in the cost determination.

- b. Renewal prices shall not be included in the cost determination.
- 3.1.8 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All-or-None” basis using the “lowest and best” principle of award.
- 3.1.9 The MITC reserves the right to reject any or all bids and no award is final until formally approved by the MHTC.



#### 4. PRICING PAGE

- 4.1 **TYPE III MOVEABLE BARRICADES** – The bidder shall provide firm, fixed prices in the table below for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables shall be included in the prices stated below.

| Item # | Description   | Est. Qty. – Total | Original Contract Period, Firm, Fixed Price |
|--------|---|-------------------|---|
| 001    | Type III Moveable Barricades - 4 Foot<br>Commodity Code: 5507818286 | 49                | \$_____ per each _____                      |
| 002    | Type III Moveable Barricades - 8 Foot<br>Commodity Code: 5507818284 | 467               | \$_____ per each _____                      |

- 4.2 **Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1<sup>st</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

2<sup>nd</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

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*Signature*

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*Date*

ATTACHMENT A  
REPLACEMENT PARTS  
FOR TYPE III MOVEABLE BARRICADES - 4 FOOT

| <u>Part No.</u> | <u>Description</u> | <u>Unit Price</u> |
|-----------------|--------------------|-------------------|
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |
| _____           | _____              | \$ _____          |

Manufacturer being proposed: \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

### FOR TYPE III MOVEABLE BARRICADES - 8 FOOT

[illegible]

Manufacturer being proposed: \_\_\_\_\_

**Company Name**

**Signature**

**ATTACHMENT C**

**Type III Moveable Barricade – 4 foot**

**Click on separate website link for MGS-09-01A**

**ATTACHMENT D**

**Type III Moveable Barricade – 8 foot**

**Click on separate website link for MGS-02-11C**

# ATTACHMENT E

| DISTRICT #       | DISTRICT LOCATION | ESTIMATED<br>QUANTITIES -<br>4 FOOT | ESTIMATED<br>QUANTITIES -<br>8 FOOT |
|------------------|-------------------|-------------------------------------|-------------------------------------|
| 1                | St. Joseph        | 14                                  | 104                                 |
| 2                | Macon             | 0                                   | 14                                  |
| 3                | Hannibal          | 0                                   | 0                                   |
| 4                | Kansas City       | 0                                   | 32                                  |
| 5                | Jefferson City    | 0                                   | 24                                  |
| 6                | St. Louis         | 1                                   | 20                                  |
| 7                | Joplin            | 0                                   | 80                                  |
| 8                | Springfield       | 20                                  | 50                                  |
| 9                | Willow Springs    | 4                                   | 22                                  |
| 10               | Sikeston          | 10                                  | 121                                 |
| ESTIMATED TOTAL: |                   |                                     |                                     |

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

|  |   |                                |                               |                                |  |  |  |  |  |  |
|--|---|--------------------------------|-------------------------------|--------------------------------|--|--|--|--|--|--|
| Vendor Name/Mailing Address:<br><br>Email Address:   | Vendor Contact Information (including area codes):<br><br>Phone #:<br><br>Cellular #:<br><br>Fax #: |                                |                               |                                |  |  |  |  |  |  |
| Printed Name of Responsible Officer or Employee:   | Signature:  |                                |                               |                                |  |  |  |  |  |  |
| For Corporations - State in which incorporated:  | For Others - State of domicile:   |                                |                               |                                |  |  |  |  |  |  |
| If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:<br><br><i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business</b>.</i>  |   |                                |                               |                                |  |  |  |  |  |  |
| <b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <u>M/WBE</u> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:<br><br><table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> <i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>.</i> |   | <u>M/WBE Name</u>              | <u>Percentage of Contract</u> | <u>M/WBE Certifying Agency</u> |  |  |  |  |  |  |
| <u>M/WBE Name</u>  | <u>Percentage of Contract</u>   | <u>M/WBE Certifying Agency</u> |                               |                                |  |  |  |  |  |  |
|  |   |                                |                               |                                |  |  |  |  |  |  |
|  |   |                                |                               |                                |  |  |  |  |  |  |

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

|  |   |
|--|---|
| <b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.  |   |
| Item (or item number)  | Location Where Item is Manufactured or Produced       |
|  |   |
|  |   |
| <i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced</b>.</i>  |   |
| <b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:<br><br><b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.<br><br><b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol> |   |
| <u>Veteran Information</u>   | <u>Business Information</u>                           |
| Service-Disabled Veteran's Name (Please Print)   | Service-Disabled Veteran Business Name                |
|  |   |
| Service-Disabled Veteran's Signature   | Missouri Address of Service Disabled Veteran Business |
|  |   |

## NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Type III Moveable Barricades** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Type III Moveable Barricades** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**  
**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Temporary Suspension of Work**

- a. The District Engineer shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.